

BK 1414 PG 0137

BK 1400 PG 0479

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Larry Daniels
P.O. Box 830721
Birmingham, AL 35283

STATE MS - DESOTO CO.

OCT 30 9 54 AM '01

SEND TAX NOTICES TO:

AmSouth Bank
P.O. Box 830721
Birmingham, AL 35283

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Section 27, Township 1 South,
Range 7 West. Please mark in all Quarters Section 27.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

JAMES WATTS
AMSOUTH BANK
P.O. BOX 830721
BIRMINGHAM, AL 35283
(800) 896-6513

NOTE TO CHANCERY CLERK:

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 3, 2001, is made and executed between LARRY COLEMAN, whose address is 3150 THREATT DR, OLIVE BRANCH, MS 38654 and ARMETRICE COLEMAN, whose address is 3150 THREATT DR, OLIVE BRANCH, MS 38654; husband and wife ("Grantor") and AmSouth Bank, P.O. Box 830721, Birmingham, AL 35283 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 22, 1999 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED ON OCTOBER 15, 1999 IN DESOTO COUNTY, MS BOOK 1157 PAGE 429.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DESOTO County, State of Mississippi:

See SEE EXHIBIT 'A', which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3150 THREATT DR, OLIVE BRANCH, MS 38654.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$100000 to \$180000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 3, 2001.

GRANTOR:

x  LARRY COLEMAN, Individually

x  ARMETRICE COLEMAN, Individually

LENDER:

x  Donna Hayes
Authorized Officer

STATE MS - DESOTO CO. An

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF TennesseeCOUNTY OF Shelby)
) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 3RD day of October, 2001, within my jurisdiction, the within named **LARRY COLEMAN and ARMETRICE COLEMAN**, husband and wife, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

NOTARY PUBLIC

My Commission Expires:

LENDER ACKNOWLEDGMENT

STATE OF AlabamaCOUNTY OF Shelby)
) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 3RD day of October, 2001, within my jurisdiction, the within named Larry and ARMETRICE Coleman a Donna Hayes corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES:

November 24, 2003

1.55 acres, more or less being in the East part of Lot No. 1A of the division of Lot 1 of Bonner Edwards Subdivision, (Plat Book 26, Page 40) Being located in the Northwest Quarter of Section 27, Township 1 South, Range 7 West, Desoto County, Mississippi and is further described by metes and bounds as follows:

Begin at the accepted Northwest corner of Section 27, Township 1 South, Range 7 West, said point being in the approximate centerline of Getwell Road; thence South 89 degrees 33 minutes 33 seconds East 779.91 feet with the northerly line of said section and with the northerly line of Bonner Edwards to an iron stake (set), said stake being also the True point of Beginning for the herein described tract; thence continue South 89 degrees 33 minutes 33 seconds East 113.83 feet with the northerly line of said Subdivision and with the northerly line of said section to an iron stake, (found) at the northeast corner of said subdivision; thence South 00 degrees 04 minutes 52 seconds West 455.82 feet with the easterly line of said subdivision to a point in Threatt Street, a 50 foot ingress-egress Easement (as shown on recorded plat); thence North 82 degrees 33 minutes 45 seconds West 191.14 feet with said street and said easement to a point; thence North 10 degrees 01 minutes 24 seconds West 438.66 feet to the point of beginning and containing 1.55, more or less, acres of land being subject to all codes, subdivision covenants and restrictions, easements and rights of ways of record.